

RETAINER AGREEMENT

THIS AGREEMENT made and entered into this 18th day of December, 2007 between The School Board of Osceola County, Florida as contracting agent for The School District of Osceola County hereinafter referred to as "CLIENT" and BH & Associates, Inc (EIN 59-3621177), a Florida Profit Corporation, hereinafter referred to as "FIRM."

WITNESSETH:

1. Client hereby agrees to retain firm beginning January 1, 2008 and ending December 31, 2008 at a base fee of \$40,000 for which the Firm will represent Client before the Florida Legislature, including meetings with the Legislators, House and Senate Committee and Appropriations Staffs, and with Executive Branch Agencies
2. The base fee shall be payable in quarterly installments
3. Client agrees that Firm expenses for such items as entertainment, telephone calls, facsimile transmittals, and photocopying are the responsibility of Client and will be billed on a quarterly basis.
4. Client shall be responsible for all lobbyist registration costs required by law.
5. Client agrees that the Firm may be retained by other individuals, corporations, parties or entities in connection with legislation or executive branch matters, and Firm agrees that it will not subsequently accept other retainer agreements which conflict with Firm's duties hereunder to Client.
6. Both Client and Firm agree that the Firm shall act as an independent contractor in the performance of its duties under this Agreement. Firm shall be responsible for payment of all taxes arising out of Firm's activities in accordance with the Agreement, including by way of illustration, but not limited to, federal and state income taxes, social security taxes, unemployment insurance taxes, and any other taxes or business license fees as requires. Firm shall comply with all federal, state, and local laws.
7. Firm shall not incur any liabilities or obligations of any kind in the name of or on behalf of Client other than those specifically made as a part of this Agreement.
8. This Agreement represents the entire agreement between the parties and is not subject to change or modifications except by written agreement signed by both parties.
9. This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida which generally make public all records or other writings made or received by the parties. The parties agree to comply with the Public Records and Sunshine Laws. Except for a suit in federal court, Osceola County, Florida shall be the proper place of venue for all suits brought under the Contract and Addendum. Any legal proceedings arising out of or in connection with the Contract and Addendum shall be brought in the circuit courts of Osceola County, Florida or, if appropriate, United States District Court for the Middle District of Florida, Orlando Division.
10. This Agreement is for the personal services of the officers and employees of the Firm and may not be assigned by Firm in any fashion, whether by operation of law, or by conveyance of

any type, including without limitation, transfer of stock in Firm, without the prior written consent of Client, which consent Client may withhold in its sole discretion.

11. Any notice or other communication given pursuant to this Agreement shall be in writing and shall be effective either when delivered personally to the party for whom intended, or five (5) days following deposit of the same into the United States mail (certified mail, return receipt requested, or first class postage prepaid), facsimile (with confirmation of delivery) or overnight delivery services (with confirmation of delivery), addressed to such party at the address set forth below:

Client: Superintendent
The School District of Osceola County
817 Bill Beck Boulevard
Kissimmee, FL 34744
Telecopier: 407-870-4010

Firm: Brian B. Jogerst, President
BH & Associates, Inc.
P.O. Box 11094
Tallahassee, FL 32302

Telecopier: 850.222.0640

Either party may designate a different address by notice to the other given in accordance herewith.

INTENDING TO BE BOUND, the parties have signed this agreement on the dates written below.

BH & ASSOCIATES, INC.

By: Brian B. Jogerst
Brian B. Jogerst, President

Date: December 6, 2007

Attest: Holly K. Jogerst
Holly K. Jogerst

THE SCHOOL BOARD OF OSCEOLA COUNTY, FLORIDA

By: John McKay
John McKay, Chairman

Date: 12/18/07

Attest: Blaine A. Muse
Blaine A. Muse, Superintendent